

**MILLIKIN UNIVERSITY
KIRKLAND FINE ARTS CENTER**

USER AGREEMENT

NOTE: Whenever used in this contract, the term Kirkland shall refer to the Kirkland Fine Arts Center of Millikin University, Decatur, Illinois. The term Director shall refer to the Artist Director of the Kirkland Fine Arts Center or his or her authorized subordinate. The term User shall refer to the contracting organization.

Parties:

Millikin University
Kirkland Fine Arts Center
1184 W. Main Street
Decatur, Illinois 62522

_____ Organization

_____ Address

Phone: (217) 424-6253
FAX: (217) 362-6417

_____ City

_____ State

_____ Zip

_____ Telephone

_____ FAX

1. AGREEMENT DATE: On this date _____, permission is hereby granted to _____ User, by Millikin University, Decatur, Illinois, an Illinois not for profit corporation, to use and occupy Kirkland Fine Arts Center for the following and no other purpose:
_____.

Date and time of event:

2. USE PERIOD: Use of Kirkland Fine Arts Center shall begin at _____ a.m. on _____
and shall end at _____ p.m. on _____

Load-in period shall begin at _____ a.m. on _____

Strike must be completed by _____ p.m. on _____

Any of User's property not removed from the premises of Millikin by the end of the use period shall be deemed abandoned and may be removed and disposed of by Millikin as it deems fit. Millikin shall not be liable for any damages to or loss of such property.

3. FEE: User agrees to pay Millikin University \$ _____ under the following rental rate schedule and Estimated Expense Checklist Summary attached hereto and made a part hereof.

[] Commercial charge: \$2,250.00 or 10% of gross/whichever is greater. Additional rates of \$100.00 an hour if consecutive/contiguous to six (6) hour block of time.

[] Non-profit performance rate/admission charge: \$1,500 or 10% of gross ticket sales, whichever is greater.

[] Rehearsal rate: \$100/hr. - 4 hour rehearsal minimum. \$150.00 hour if time not previously scheduled.

Performance is defined as any contractually stipulated block of time in any given 24-hour period when Kirkland Fine Arts Center is used for an event attended by persons other than performers.

Rehearsal is defined as a contractually stipulated block of time in any given 24-hour period when Kirkland Fine Arts Center is used for a purpose not defined as a Performance. The presence of more than 25 persons in the audience shall convert a Rehearsal to a Performance and the User shall thereupon pay the Performance rate.

Appointment with technical director and scheduling/events coordinator: One hour free. Second hour if needed, free if by appointment. If Client drops-in, will be charged \$25.00 an hour, with increments of half an hour.

Ticket Office: All out of pocket expenses will be charged to user such as ticket stock, mailings, credit card fees. User will be charged \$20.00 an hour to be open other than regular hours. Regular hours are 10 am - 5 pm M-F during the school year and 10 am - 4 pm during the summer.

4. DEPOSIT: User agrees to pay this fee as a security deposit with the return of this signed contract, which will be applied toward use and charges specified in final billing and is non-refundable. The fee is \$750 for the first day and \$400 for each additional day.
5. DAMAGES: User shall be responsible for payment or replacement of any and all damages to the building, furnishings, fixtures, or equipment whether caused by the User or his patrons; normal wear and tear excluded. Lost, stolen or damages to the premises shall be at the expense of the User and may be taken out of the settlement.
6. PAYMENTS AND SETTLEMENT: User agrees to pay Millikin University all user fees and estimated costs in full no later than 21 days prior to the event. Within 30 days after completion of the event, Millikin will submit a complete statement of costs to User along with a check for any refundable amounts, if any, or, where appropriate, invoice User for any charges incurred by User in excess of deposits and payments. All invoices are due upon receipt. User also agrees to pay attorneys fees, collection agency fees, and other costs and expenses incurred by Millikin in collecting past due amounts.
7. RETURN OF CONTRACT: Dates requested by User are not considered firm until the Director of the Kirkland Fine Arts Center approves the event and the User returns the signed contract accompanied by the deposit. Contract and deposit must be returned with 21 days from the agreement date contract is written (see date, paragraph 1). Failure to comply means the User automatically cancels arrangements made for use of Kirkland Fine Arts Center. Simultaneously with the execution of this agreement, User will file at the office of Kirkland a copy of a valid contract naming the performers (and their agents) who will present a performance for the use period.
8. CANCELLATION BY USER: Should the User cancel the event covered by this contract, no refund of deposit shall be made, and User agrees to pay in addition to the deposit all expenses incurred by Millikin University in connection with the event covered by this agreement and to indemnify Millikin and hold it harmless from any liability, costs, expenses or attorneys fees incurred by Millikin in the event of any lawsuits or claims which may be filled by reason of cancellation.
9. ACTS OF GOD AND OTHER EVENTS BEYOND MILLIKIN'S CONTROL: Should Kirkland or any part thereof be damaged or destroyed by fire or natural elements, or if any other

casualty or unforeseen occurrence, national or local emergency, interruption of utilities service or labor dispute renders unfit for occupancy, or otherwise renders the performance of this Agreement by Millikin impossible, then this Agreement shall be terminated and User's deposit refunded, and Millikin shall not be held liable or responsible to User for any damage, direct or indirect, consequential, incidental, or otherwise, resulting therefrom.

10. **FAILURE TO PERFORM:** In the event User fails to perform after the event has been advertised an amount equal to the base charge plus all costs incurred shall be paid to Millikin, and User's deposit shall be retained in full and applied toward payment of charges and costs. In addition User will insure that an announcement is made promptly that the performance will not begin as scheduled or has been cancelled.
If User's failure to perform is caused by casualty or unforeseen occurrence, national or local emergency, acts of war or rebellion, natural disasters or any similar cause beyond the control of User, User shall be liable only to reimburse Millikin its actual costs and expenditures for the event.
11. **DELAY BY USER:** In the event a performance is late or delayed by User and refund requests are made for that reason such requests will be honored, but Millikin will accrue and be paid its full percentage of total sales, including those refunded, and other charges as specified in this agreement as though no refunds had been made.
12. **LIABILITY AND INDEMNIFICATION:** User further agrees, to the extent provided by law, to indemnify and save harmless Millikin from any and all liabilities, losses, damages and costs or expenses of whatever kind or nature, including attorney fees, for injuries to persons or damage to property of Millikin or its personnel, third persons or User and its personnel third persons or User and its personnel which Millikin may sustain or incur by reason of the use by the User of the premises, facilities or equipment encompassed within the terms of this agreement. User further agrees to insure its own personnel and equipment and to provide coverage for Millikin's personnel and equipment. Millikin will require proof of liability insurance, as hereinafter specified, on the part of User to cover possible loss, damages or claims that may result from theft, fire, vandalism or other acts which occur during the period of rental from Millikin. To the extent provided by law, Millikin is not responsible or liable for accidents, injuries or property loss which may occur during an event scheduled by User.
13. **DEFAULT:** In event User breaches or defaults in the performance of any of the terms and conditions of this agreement Millikin shall have the right to exercise any of the following remedies in addition to any of the remedies set forth elsewhere in this agreement and in addition to any remedies it may have at law or in equity: (1) to terminate the agreement; (2) to forfeit User's deposit; (3) to seize any of User's property on the premises of Millikin as security for payment by User of all charges and damages owed by User and to sell the same if payment is not made by User within a reasonable time; (4) to sue for losses or damage incurred in excess of the amount of charges specified in the agreement as a result of the breach or default; (5) to be reimbursed for all costs, expenses and attorneys fees incurred as a result of or required to recover damages for the breach or default or to enforce the terms of this agreement.
14. **INSURANCE REQUIREMENTS:** a) User shall obtain at its expense, and keep in force during the term of this agreement, comprehensive general liability and property damage insurance in an amount of not less than \$1,000,000.00 single limit for bodily injury, death and property damage to any one person and subject to the same limitations for any one occurrence. The comprehensive general liability policy shall include coverages for premises and operations, a blanket contractual liability coverage which includes

indemnification agreement contained in the preceding paragraph, broad form property damage, independent contractors and personal injury liability coverage. The policy issued for the afore described coverage shall name Millikin as additional insured. Such insurance shall not be cancelled prior to termination of this agreement. b) User shall obtain at its expense insurance required by the Worker's Compensation Act of the State of Illinois, and employer's liability insurance. Any person, firm or corporation, who is authorized, permitted or allowed by User to perform work on or about Kirkland shall be required by User to have such insurance as is required under the Worker's Compensation Act of the State of Illinois.

15. **CERTIFICATES OF INSURANCE:** On date of signed and returned contract, User shall file with Millikin a Certificate of Insurance, in a form acceptable to Millikin, signed by an authorized agent for the insurance company or companies writing the insurance described in the Certificate showing complete coverage of all insurance required in this agreement. Such Certificate shall confer a right upon Millikin to rely upon the information contained therein as correct, true and accurate. The Certificate shall certify to the following: name and address of party insured; name and address of authorized agent executing such Certificate; the description of the type of insurance, and the coverages afforded thereunder, the insurance policy numbers; the limits of liability of such policies and the date of expiration of such policies. Further, the insurance companies shall certify that said policies shall not be modified, cancelled or terminated until after the date of the scheduled event. The Certificate shall specifically state that (1) the insurance certified therein contains contractual liability coverage for the indemnity agreement contained in the agreement and (2) Millikin named as additional insured on the comprehensive general liability and property damage insurance described above. Millikin reserves the right at any time to require copies of the entire policy or policies. Failure to provide satisfactory Certificate showing the required insurance shall be cause for Millikin to terminate this agreement and any deposit made by User shall be forfeited.
16. **PERFORMANCE LICENSE:** The securing and payment of performance rights and copyright license fee(s) are the responsibility of the User. User agrees to defend, indemnify, and to hold harmless Millikin University against all claims, demands, costs, expenses, and attorneys fees that Millikin may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in connection with the permissions granted herein.
17. **TICKETS AND TICKET OFFICE:** User has the option of utilizing the computerized ticketing system at Kirkland Fine Arts Center Ticket Office or can order hard tickets through the ticket office. Ticketing costs will include ticket printing charges plus a ticket office usage fee or percentage.
 - (a) Ordering of Tickets: All reserved seating tickets must be requested, written in detail and submitted to the Kirkland Fine Arts Center Patron Relations Manager 21 days before the event.
 - (b) Manifest: After ticket printer's manifest is submitted in duplicate to Kirkland Fine Arts Center, a copy will be provided to User if requested.
 - (c) Delivery of Tickets: Tickets TO BE SOLD by the Kirkland Ticket Office must be delivered to Kirkland Fine Arts Center 24 hours prior to "on sale" date. No tickets will be placed "on sale" until count has been verified and contract fully executed.

- (d) Ticket Prices: User agrees to sell all tickets at the prices as advertised, and any deviations must be approved in writing by Millikin.
 Ticket prices will be: _____
 Children/Students: _____
 Gross potential shall be: _____
- (e) Complimentary Tickets: User agrees to make 12 complimentary tickets available to Millikin for each performance for use determined by the Director.
- (f) Orders: Tickets sold at the Kirkland Fine Arts Center Ticket Office can be paid for by cash, check, or credit card (MasterCard, Visa, and Discover only). User will be charged 3% for processing credit card orders. All sales are final with no refunds.
- (g) Customer Checks: Millikin will exert every caution against bad checks from customers, and will cooperate with User to collect any received, but ultimate responsibility for loss including expense of collection is that of User.
- (h) Special Conditions: Any special conditions or discounts concerning tickets or seating that User wishes the Ticket Office to implement must be written clearly and approved by the Director 30 days before the event is advertised or implemented.
- (i) Selling Tickets Fee: A charge of 5% of the gross receipts for tickets sold by Kirkland Fine Arts Center, or \$.35 a ticket, whichever is greater, will be made to User in addition to all other fees and charges.

Control of the Ticket Office receipts shall remain exclusively with the Director of Kirkland Fine Arts Center who will deposit all funds through the Millikin University Business Office. All tickets sold at Kirkland Fine Arts Center Ticket Office must be dispensed by authorized Kirkland Ticket Office personnel. Ticket sales will be made known, upon request, to the User or user's representative only. Access to the Ticket Office is by permission of Director only. This supersedes any contractual arrangements with artists or their representatives. The user may request a preliminary Ticket Office report. This report will be given to the User at show's end.

18. **FRONT OF HOUSE**: Only the Director and the Patron Relations Manager of Kirkland Fine Arts Center have the authority to determine the number of ushers and ticket takers required for the event, based on the expected attendance. If User agrees to supply the ushers and at the performance fails to provide the required number, Millikin may hire the ushers needed. The User will be responsible for all fees and charges under this agreement.
19. **MERCHANDISE SALES**: It is the policy of Kirkland Fine Arts Center to permit the sale of souvenir programs, records, books, or any related merchandise commonly sold or dispensed in the lobby. The location of the tables for merchandise sales will be in the main lobby next to the center gates of Perkinson Gallery. If such items are sold, User will pay a commission to Millikin of 20% of gross sales if User provides sellers or 30% if Millikin provides sellers, as a commission payable at the end of the event. A beginning and ending inventory will be conducted by a representative of the Director. It is the sole responsibility of the User to pay any and all sales taxes. Sales of souvenir programs, art catalogs, recordings, books and other items are limited to the lobby and cannot be sold in the theatre or outside of the building. Millikin University, through the Director of Kirkland

Fine Arts Center, reserves the right to prohibit distribution or sale of any material it deems inappropriate.

20. **ADVERTISING:** User shall not advertise any performance or the appearance of any performer prior to the signing of this contract, or until contracts between all parties involved have been properly executed and exhibited to the Director prior to the signing of this contract. It is understood that Millikin is not responsible for any costs of advertising or promotional materials.
21. **DONATIONS:** No solicitation or collections of donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of the Director.
22. **EMERGENCY CALLS:** Patrons expecting emergency calls may leave their seat locations at the Ticket Office. Individuals will not be paged during performances. Millikin Security may be reached 24 hours a day at (217)424-6388.
23. **PUBLIC SAFETY AND INDEMNITY:** User agrees to conduct its activities upon the premises so as not to endanger any person thereon and to indemnify, defend and hold harmless Millikin, its successors and assigns, from any and all demands, claims, suits, actions, costs, expenses, including interest and attorneys fees, or liabilities resulting from injuries or death to any persons or damages to property or loss by Millikin or its personnel, the User and its personnel, or any persons, howsoever caused, occurring as a result of the permissions herein granted for use of the premises, facilities or equipment encompassed with the terms of this agreement.

For safety reasons, guests of performers will not be admitted backstage before, during or after the program except by prior arrangement with the Director and the Technical Director.

ANY UNUSUAL STAGING EFFECTS SUCH AS THE USE OF LIVE FIRE OR PYROTECHNICS, WATER DEMONSTRATIONS, ETC., MUST BE APPROVED THE DIRECTOR OF THE KIRKLAND FINE ARTS CENTER IN WRITING PRIOR TO ITS USE ON STAGE.

24. **CONTROL OF BUILDING:** Kirkland Fine Arts Center shall be at all times under the control of the Director and his or her authorized subordinates; namely, for the backstage area, the Technical Director and for the front of the house, the Patron Relations Manager. The right is reserved at all times for any and all employees of Millikin designated by Millikin to enter the premises. The house is not opened, nor does an event begin, without the expressed permission of the Technical Director and the Patron Relations Manager. The User's acceptance of this contract will be evidence of User's willingness to subscribe to these rules. Lobby displays may be allowed only if their size and placement are first cleared with the Director. Set-up and placement of lobby displays are subject to the dictates of the Director.
25. **OPENING HOURS:** It is the policy that the house opens upon the approval of the Kirkland Fine Arts Center Technical Director. Normally, this is 30 minutes prior to curtain time.
26. **SEATING CAPACITY:** Audiences will not be permitted inside Kirkland Fine Arts Center in excess of the established seating capacity. No additional chairs may be placed in the hall, hallways, or any other portion of the theater. No standing room may be utilized, and no

one is permitted to sit on any steps leading to, or a part of the balcony. The Campus Security Officer may be present to see that these rules are carried out. This officer has the undisputed authority to hold up the start of any performance, or, if need, to stop it at any time if any infraction of the rules occur.

27. TECHNICAL REQUIREMENTS: The Kirkland scheduling form shall include all technical requirements, plans, ideas, and program content pertaining to the event. All equipment brought in by the User will be inspected by the Kirkland Fine Arts Center Technical Director for possible safety violations, and the Technical Director will have the final approval and authority for the use of such equipment. Without consent of the Technical Director, no stage equipment is to be moved or taken down, no electrical connections for light or sound are to be changed, no appliances installed, no construction building of sets is to take place on stage, and nothing anchored to and no holes drilled into the stage floor. Without consent of the Technical Director, nothing is to be nailed, taped, glued, pinned, or attached in any way to any piano, curtain, floor, wall, orchestra shell, or ceiling.

When this agreement is signed a conference with the Technical Director shall be scheduled no later than 21 days prior to the event for the purpose of reaching an agreement regarding what equipment and services will be provided by Millikin for User's event. Request for additional equipment or services that User makes after the conference will be handled on an "if possible" basis with absolutely no guarantee of their delivery.

ALL of User's own equipment must be cleared from Kirkland Fine Arts Center immediately following the final performance. Exceptions must be requested before the stage is set up and are rarely granted.

28. SERVICES PROVIDED: Millikin will provide as part of the basic rental package: heating/cooling, house lighting, 3 color stage wash lighting, house sound system, and available dressing rooms. Estimates of probable expenses related to the event, including labor, are the responsibility of the User and will be paid for by User in accordance with the terms of paragraph 5 above. Estimates of probable expenses related to the event are detailed on the Checklist attached hereto and made a part hereof; all rates are subject to change. Prior to incurring any special or unusual expense of a substantial nature, the User will confer with the Director. **NOTE: Millikin is not responsible to provide artistic conception, direction, or professional light and sound design. Millikin reserves the right to refuse any event that cannot provide a qualified artistic director.**
29. RECORDING: User agrees that no recording device, either visual or audio of any kind, will be allowed during the event covered by this contract without prior written approval from the Director. Millikin has the right to require payment for said privilege. All recording will be done through the Kirkland systems and by Millikin personnel. Arrangements for recording must be made in advance.
30. REHEARSAL: Access to the facility for purposes of set-up and rehearsal is limited to dates and times listed in paragraph number 2 of this agreement. Preliminary rehearsal and performance requirements must be arranged through the Director via the Kirkland scheduling form which is to be returned to Kirkland 21 days prior to the event. Failing such notification it is agreed that Millikin shall not be held in any way responsible for delays or difficulties that may arise because of inability to make the performance space available or to provide personnel. At rehearsal and before, during, and after performances, User is responsible for supervising the use of dressing rooms and green room, and agree to help enforce Millikin University's policies prohibiting the use of alcohol, drugs and

smoking. Dressing rooms will NOT be locked during or between performances. User is responsible for the property of its performers, crew and others during the period of rental use.

31. STAFFING: Millikin retains management control of the building and enforcement of University policies. Only Millikin approved personnel will be allowed to operate stage equipment, elevators, orchestra pit, sound and lighting systems, the organ, and box office facilities. The Kirkland Fine Arts Center Technical Director and the Patron Relations Manager shall have the exclusive right to secure all necessary staffing and the User shall pay at the rates on the Expense Checklist including, but not limited to, stage managers, truck loaders, wardrobe workers, and security. Kirkland Fine Arts Center Staff retains the right to determine the appropriate number of Security and Staff personnel necessary to properly serve and protect the public. These costs shall be considered reimbursable to Millikin by User. Such performance personnel normally involves students employed by Millikin, but in the event that students are unavailable, the Technical Director retains the full right to call in outside experienced help to meet stagehand requirements.

No volunteer personnel shall be used. An additional charge will be assessed upon completion of the program for any labor in connection with any rehearsal or excess performance time beyond that provided for in the original agreement. Under no circumstances shall Millikin be held liable for payments of any wages, fees, or other payments whatsoever to personnel on the User's Artist's payroll or traveling with the Artist. If small children are involved in the production, User must supply constant adult supervision.

32. ADDITIONAL REGULATIONS: Millikin reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of Millikin University and Kirkland Fine Arts Center, and such regulations shall be binding upon the User. All Users shall comply with the laws of the United States and the State of Illinois and with all ordinances, rules and regulations of Millikin University. Violations by the User will be deemed a breach of and grounds for cancellation of this contract. Please note that local fire code regulations as interpreted by the Millikin University Office of Safety and Security limit the number of persons allowed on the Kirkland Fine Arts Center stage to 302. This is based upon the total square footage of the stage deck. This regulation must be observed at all times to ensure the safety and security of all users.
33. USE OF ALCOHOL OR DRUGS AND SMOKING: Neither alcohol nor drugs are permitted on Millikin University campus or at Kirkland Fine Arts Center. The Kirkland Fine Arts Center is a designated no smoking building.
34. BEHAVIOR: If, in the sole judgement of the Kirkland Fine Arts Center Technical Director, the behavior of any person or persons connected with User is such that the safety or effectiveness of the performance is impeded, the Technical Director shall order the immediate cessation of the performance or rehearsal and a clearing of the building.
35. ANIMALS: No animals are permitted in Kirkland Fine Arts Center except those required to assist a handicapped person. Use of trained animals on stage will be allowed only after written, advance permission is secured by the Director.
36. GOVERNING LAW: This contract constitutes the entire understanding of the parties, cannot be changed orally, and shall be construed, governed and interpreted pursuant to the laws of the State of Illinois. This contract may not be assigned by User, but shall be

binding on User and User's personal representatives and successors.

37. CATERING: Millikin University Dining Services has the exclusive right to cater all meal functions, receptions, and/or back stage hospitality. User must arrange for catering directly with Dining Services at 217/424-6323 and the schedule and Events Coordinator. Set-up requirements associated with such requests must be given to Kirkland Fine Arts Center at least 21 days prior to the event.
38. ACCESSIBILITY: The Kirkland Fine Arts Center is physically in compliance with the American Disabilities Act (ADA). User shall also comply with the Act by providing for accommodating disabled individuals in seating arrangements, ticket printing, and layout considerations. User is additionally responsible for providing interpreters for hearing and sight disabled. All costs for the above accommodations required by the ADA, or any other accommodations required by disabled or handicapped individuals, are entirely the responsibility of the User. The Kirkland Fine Arts Center staff will provide information regarding the ADA upon request.

AGREED AND SIGNED BY ALL PARTIES:

Organization

Jan Traughber, Director
Kirkland Fine Arts Center
Millikin University

Authorized Signature

Title

Date

Date

Phone (217) 424-6253
Fax (217) 362-6417

Telephone

FAX number

MILLIKIN UNIVERSITY
KIRKLAND FINE ARTS CENTER

ESTIMATED RENTAL EXPENSE CHECK LIST SUMMARY

EVENT _____
DATE and TIME _____

SECTION I - MILLIKIN DEPARTMENTAL EXPENSES

The following personnel MAY BE REQUIRED for this presentation. They may be REQUESTED by the PRESENTER or REQUIRED by KIRKLAND FINE ARTS CENTER as DETERMINED BY THE NATURE OF THE EVENT. Under the terms of this contract personnel ARE REQUIRED for the use of the building and will be billed at the costs listed below:

A. HOUSEKEEPING

Number _____ x \$ _____/hr. x _____ hrs. = \$ _____
Housekeepers regular time

Number _____ x \$ _____/hr. x _____ hrs. = \$ _____
Housekeepers over time

Other _____ x \$ _____/hr. x _____ hrs. = \$ _____

TOTAL SECTION A - HOUSEKEEPING EXPENSES \$ _____

B. SECURITY/PARKING

Number _____ x \$ _____/hr. x _____ hrs. = \$ _____
Campus Security regular time

Number _____ x \$ _____/hr. x _____ hrs. = \$ _____
Campus Security over time

Number _____ x \$ _____/hr. x _____ hrs. = \$ _____
Auxiliary Personnel

TOTAL SECTION B - SECURITY EXPENSES \$ _____

TOTAL SECTION I - MILLIKIN DEPARTMENTAL ESTIMATED EXPENSES \$ _____

SECTION II. FRONT-OF-HOUSE EXPENSES

A. TICKET OFFICE

Ticket Printing \$_____

Number_____ x \$_____/hr. x_____ hrs.= \$_____
Ticket Office Personnel (Day of Performance)

5% of tickets sold by Ticket Office \$_____

TOTAL SECTION A - TICKET OFFICE EXPENSES \$_____

B. FRONT-OF-HOUSE PERSONNEL

Number_____ x \$_____/hr. x_____ hrs.= \$_____
Ushers (User may provide volunteer upon request)

Number_____ x \$_____/hr. x_____ hrs.= \$_____
Ticket Takers (User may provide volunteer upon request)

Number_____ x \$_____/hr. x_____ hrs.= \$_____
House Manager

Number_____ x \$_____/hr. x_____ hrs.= \$_____
Other personnel needed

TOTAL SECTION B - PERSONNEL EXPENSES \$_____

C. MERCHANDISE SALES

20% house commission of gross sales \$_____
Without Kirkland seller

30% house commission of gross sales \$_____
With Kirkland seller

TOTAL SECTION C - MERCHANDISE SALES EXPENSES \$_____

TOTAL SECTION II - FRONT-OF-HOUSE ESTIMATED EXPENSES \$_____

SECTION III - PRODUCTION EXPENSES

A. STAGE CREW PERSONNEL: Non-union Student Crews, when available.

Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Light Hang
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Focus
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Set-up
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Load-in
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Rehearsal I
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Rehearsal II
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Rehearsal III
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Rehearsal IV
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Running Crew
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Strike/Load-out
CREW TOTAL	\$ _____
<u>Stage Manager</u>	
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Set-up/Load-in
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Rehearsal I
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Rehearsal II
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Rehearsal III
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Rehearsal IV
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Show
Number _____ x \$ _____/hr. x _____ hrs.=\$ _____	Strike/Load-out

STAGE MANAGER TOTAL \$

Technical Director Hours Total Hours - _____

Assistant Technical Director Hours Total Hours -

Professional Services arranged by TD \$ _____
Certified electricians, sound companies, etc.

Other \$

Other \$

TOTAL SECTION A - STAGE CREW PERSONNEL EXPENSES \$ _____

The above rates apply to student crews when available for non-union shows only. Labor estimates for union shows shall be quoted separately.

SECTION III - PRODUCTION EXPENSES, continued

B. EQUIPMENT RENTAL CHARGES

Number _____ of _____ x \$100/150/200 /60 = \$ _____

Steinway, Austin organ (plus tuning-see Sec. IV)

Yamaha Drum Set - \$200.00 = \$ _____

Fender Guitar Amp - \$100.00 = \$ _____

SWR Bass Amp - \$100.00 = \$ _____

Orchestra shell - \$500.00 = \$ _____

Choral Shell - \$50.00 = \$ _____

Conductor Podium - \$50.00 = \$ _____

Number _____ x \$ 1.50 each
Orchestra chairs = \$ _____

Number _____ x \$ 1.00 each
Folding chairs, music stands = \$ _____

Number _____ x \$1.00 each
Stools = \$ _____

Number _____ x \$1.00 each
Music Stands = \$ _____

Number _____ x \$3.00 each
Music stand lights = \$ _____

Marley Dance Floor for \$150.00 = \$ _____

Cyclorama, scrim for \$30.00 each = \$ _____

White Scrim - \$30.00 = \$ _____

Black Scrim - \$30.00 = \$ _____

Regular Lectern - \$15.00 = \$ _____

Number _____ of risers for \$10.00 each
Choral, platform = \$ _____

Clear-Com for \$5.00 x _____ hrs
Wired = \$ _____

Clear-Com for \$15.00 x _____ hrs
Wireless = \$ _____

Sound system for \$15.00 x _____ hrs. = \$ _____

Number_____ x \$15.00 each = \$ _____
Audio cassette tape, CD player, DAT, Mini Disk Player, microphones, monitors, gaffers
tape per roll, glow tape per roll, color spike tape per roll,

Wireless Handheld Mic - \$25.00 = \$ _____

Wireless Body Pack - \$25.00 = \$ _____

Follow spotlight for \$45.00 each = \$ _____

Number_____ x \$1.00 each = \$ _____
Iris/Gobo

Number_____ x \$5.00 per instrument = \$ _____
Stage Lighting

Number_____ of Gels x \$1.50 per cut = \$ _____

Projector - \$100.00 = \$ _____

Projection Screen - \$50.00 = \$ _____

Quick Change Booth - \$45.00 = \$ _____

TOTAL SECTION B - EQUIPMENT EXPENSES \$ _____

TOTAL SECTION III (A & B) - PRODUCTION ESTIMATED EXPENSES \$ _____

SECTION IV - OUTSIDE SERVICES

Piano tuning \$ _____

Piano moving or rental (when required) \$ _____

Hearing Impaired Interpreter \$ _____

Catering \$ _____

Number _____ x \$ _____/hr. x _____ hrs. = \$ _____

Limousine rental
Limousine company's name _____

Number _____ x \$ _____/hr. x _____ hrs. = \$ _____

Van rental/use, for # _____ passengers
Van company's name _____

TOTAL SECTION IV - OUTSIDE SERVICES ESTIMATED EXPENSES \$ _____

SECTION V - RENTAL CHARGES - see paragraph #3

Commercial rental fee \$1500.00 = \$ _____

Not-for-profit rental fee \$1000.00 = \$ _____

Performance rate/no admission charge \$750.00 = \$ _____

Rehearsal _____ hrs. x \$100.00/hour = \$ _____

TOTAL SECTION V - RENTAL CHARGES ESTIMATED EXPENSES \$ _____

TOTAL SECTIONS (I, II, III, IV, V) ESTIMATED EXPENSES

\$ _____

Payment of estimated expenses \$ _____ to be paid by (date) _____. Refer to paragraph #6 for final payment information.

Estimated amount paid \$ _____ on (date) _____
Check number _____

Deposit amount paid \$ _____ on (date) _____ with returned contracts.
Check number _____

I acknowledge the above cost estimates for the presentation being contracted. Refer to paragraph #5 for final payment information.

Authorized Signature

Title

Representing

Address

City/State

Date

Zip

() _____

Telephone

FAX

MILLIKIN UNIVERSITY
KIRKLAND FINE ARTS CENTER
TECHNICAL RENTAL RATES

Effective September 14, 2017

The basic rental fee for Kirkland Fine Arts Center includes the theatre, lobby areas, public restrooms, and dressing rooms as required unless otherwise noted.

Piano: Steinway	\$100.00 + tuning fee
Austin Organ	\$150.00
Risers	\$10.00 per riser \$10.00 per custom piece
Choral Risers	\$10.00 per section
Folding Chairs	\$1.00 per chair
Orchestra Chairs	\$1.50 per chair
Music Stands	\$1.00 per stand
Music Stand lights	\$3.00 each
Conductor's Podium	\$50.00
Clear-Com	\$5.00 per hour – wired \$15.00 per hour - wireless
Cassette Audio Recording	\$15.00 with Kirkland tape user assumes responsibility for copyrights and licenses.
Cable	\$15.00
Stage Lighting	TBD
Gels	\$1.50 per cut
Sound System	\$15.00 per hour
Microphone	\$15-25.00 each
Monitor	\$15.00 each
Lectern	\$15.00
Dress Lectern	\$15.00
Follow Spotlight	\$45.00 per 1 spot
Orchestra Shell	\$500.00
Ceiling Clouds	\$200.00
Marley Dance Floor	\$150.00
Cyclorama	\$30.00
Scrim	\$30.00
Other supplies:	
Gaffers tape/glow tape	\$15.00 per roll
Color spike tape	\$10.00 per roll